

# 2018/19 THREDBO 365 TERMS & CONDITIONS OF USE:



## PRODUCT INCLUSIONS:

- Winter 2019 lift access, valid from 8 June 2019 to 7 October 2019.
  - Thredbo Mountain Bike Park access valid from 17 November 2018 to 28 April 2019.  
Excludes lift access when MTB Events are being held.
  - Thredbo Summer access valid from 2 October 2018 to 7 October 2019  
Scenic chairlift, 1 round of golf per day, 1 hour tennis court hire per day & bobsled access valid from 2 October 2018 to 7 October 2019. Equipment rental excluded. Please note: Thredbo Golf course, Tennis Courts and bobsled closed during the winter season.
  - Thredbo Leisure Centre access valid from 2 October 2018 to 7 October 2019.  
Fitness classes, inflatables and hire equipment, ACE Facility excluded. Members rates for fitness classes available.
- Thredbo 365 Pass must be paid in full to access the above product inclusions.**

## MOUNTAIN COLLECTIVE UNLIMITED 50% OFF DAYS\*:

- Unlimited 50% off the one day window ticket at all full member Mountain Collective resorts for the duration of the North American and Japan 2018/19 snow season and 2019 NZSKI Season with no blackout dates. Valid from 2 October 2018 to 9 October 2019.
- \*50% off the one day window ticket rate available at the affiliate member resorts of Chamonix and Valle Nevado. Limit of 5 per person. Chamonix is a 5 day pass only. Valid from 2 October 2018 to 7 October 2019.
- Thredbo 365 Pass must be paid in full to access Mountain Collective Unlimited 50% Off Days.
- Mountain Collective reserves the right to change benefits associated at any time.

## AGE VALIDATION:

- You may buy the Thredbo 365 Pass, which is relevant for your age as at 9 June 2018, and suitable age identification (e.g. birth certificate, driver's licence etc) is required for children and seniors.
- An Adult pass is valid for anyone aged 18 to 64 years as at 8 June 2019.
- A child pass is valid for anyone aged 5 – 17 years as at 8 June 2019.
- An Over 65 pass is valid for anyone aged 65 to 69 years as at 8 June 2019.
- An Over 70 pass is valid for anyone aged 70 to 79 years and over as at 8 June 2019.
- An Over 80 pass is valid for anyone aged 80 years and over as at 8 June 2019.
- A 4 and Under pass is valid for anyone aged 4 years and over as at 8 June 2019. Birth certificate required.

## CONDITIONS OF USE:

1. Your 2018/19 Thredbo 365 Pass is only valid for the period stated above.
2. Your 2018/19 Thredbo 365 Pass is required to be loaded onto a MyThredbo Card. MyThredbo Card is available via the Thredbo eStore or at any Thredbo Guest Services for a fee of \$5.00.
3. Your 2018/19 Thredbo 365 Pass and any benefits associated are not valid until your 2018/19 Thredbo 365 Pass is paid in full.
4. Your 2018/19 Thredbo 365 Pass is for your personal use only and is non-transferable to any other person.
5. Your 2018/19 Thredbo 365 Pass is non-refundable. (Except for where you have bought Thredbo Season Pass Protection and only in accordance with the Thredbo Season Pass Protection terms and conditions.)
6. Your 2018/19 Thredbo 365 Pass is non-transferrable to another year.
7. Your 2018/19 Thredbo 365 Pass may be cancelled at any time KT considers appropriate to protect its staff, customers, property and equipment.
8. If you are employed by Kosciuszko Thredbo Pty Limited (KT), you are not entitled to a refund. (except for where you have bought Thredbo Season Pass Protection and only in accordance with the Thredbo Season Pass Protection terms and conditions.)
9. By purchasing the 2018/19 Thredbo 365 Pass you agree to immediately pay Kosciuszko Thredbo Pty Limited (KT) a \$500 penalty if someone other than you, uses your 2018/19 Thredbo 365 Pass whether you are aware of the misuse or not.
10. You acknowledge and accept that you are liable for any misuse that occurs while your 2018/19 Thredbo 365 Pass is not in your possession unless you have already reported to KT your 2018/19 Thredbo 365 Pass lost/stolen prior to the misuse occurring. You acknowledge and accept that you may lose your 2018/19 Thredbo 365 Pass privileges if another person is caught using your pass prior to you reporting your pass lost or stolen.
11. You are responsible for immediately reporting to KT if your MyThredbo Card is lost, stolen or damaged by reporting the circumstances to any Thredbo Guest Services Office or calling 1300 020 589 (2) during business hours. In these circumstances or if you forget to bring your MyThredbo Card you can visit a Thredbo Guest Services Office where, upon presentation of valid ID, our staff can reissue your MyThredbo Card at the cost of \$5.00 per reissue.
12. Thredbo reserves the right to change the terms and conditions applying to the 2018/19 Thredbo 365 Pass. Notification of changes to terms and conditions will be made to all 2018/19 Thredbo 365 Pass Holders via the Thredbo website [www.thredbo.com.au](http://www.thredbo.com.au), where the current version of the terms and conditions may be viewed at any time.
13. You acknowledge that you will observe the Alpine Responsibility Code as set out on the rear of this application and conduct yourself in a safe and controlled manner at all times.
14. You must read all signs and follow directions given by us, our employees and agents.
15. Does not entitle you to provide or receive ski or snowboard instruction except where provided by KT, its employees or agents;
16. You acknowledge that the risks associated with snow based recreational activities are not always prominent, conspicuous or physically observable.
17. You engage in any recreational activity at your own risk and you acknowledge that except by the extent that the law, including the Competition and Consumer Act 2010 provides that liability cannot be excluded, we are not liable for any breach of warranty that the services we provide will be provided with reasonable care and skill.
18. You acknowledge that we provide "recreational services" as defined in the Competition and Consumer Act 2010.
  - a. To the maximum extent permitted by this Act, we exclude liability to you for:
    - i) death;
    - ii) personal injury;

- c) the contraction, aggravation or acceleration of a disease; and
  - d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
    - i) that is or may be harmful or disadvantageous to an individual or community; or
    - ii) that may result in harm or disadvantage to an individual or community, arising out of any failure by us, our employees or agents to comply with any consumer guarantees applying to the services.
19. We make no warranties in relation to the services to be provided. Without limiting paragraph 14 above, all warranties, representations or conditions relating to the services we provide (whether express or implied and whether arising out of contract at common law or under statute) are to the maximum extent permitted by law expressly excluded and you acknowledge that our liability under any statutory right or any condition or warranty implied by the Competition and Consumer Act 2010 which cannot be excluded, is limited at our option to the resupply of the services or the payment of the cost of having the services supplied again.
20. Except to the extent of the law, including the Competition and Consumer Act 2010 provides that liability cannot be excluded, you acknowledge that we are not liable to you for any loss, damage, injury or any incidental, indirect, special, consequential or economic loss or damage (including loss of opportunities, exemplary or punitive damages) whether to person or to property and whether arising from default, negligence, misconduct or otherwise by us, our employees or our agents and you indemnify us against all claims.
21. I have read and understood the pass Terms and Conditions of Use and the Alpine Responsibility Code, as set out with this application. If the pass is used by me in connection with performing the duties of my employment with KT as may be required by KT then my engagement in any required activity or use of any facility is subject to the normal protections applying to my employment. For the avoidance of doubt however, the conditions specified in paragraphs 7, 8 and 9 above will apply to any use of the Pass that enables my use of any facility or engagement in any activity which is for my own recreational use.
22. I hereby unconditionally assign to KT all right title and interest I/My Child may have in any and all audio, audio visual and/or photographic recording of me/My Child and grant to KT permission to use, display, licence, sell and publish or otherwise deal with the audio, audio visual and/or photographic recording of me/My Child, including for the purpose of advertisement, promotion or otherwise. I further agree that any such recording(s) shall remain the exclusive property of KT.

**FAILURE TO COMPLY WITH ANY OF THE CONDITIONS OF THIS 2018/19 THREDBO 365 PASS OR TO OBSERVE THE ALPINE RESPONSIBILITY CODE MAY REQUIRE YOU TO FORFEIT THE 2018/19 THREDBO 365 PASS AND YOU WILL LOSE ALL PRIVILEGES ASSOCIATED WITH THIS 2018/19 THREDBO 365 PASS.**

I hereby warrant that I have read and understood the above Terms and Conditions of 2018/19 Thredbo 365 Pass Use and the Alpine Responsibility Code

## **THEDBO 365 PASS ADDITIONAL OFFERS**

### **ADDITIONAL OFFER 1:**

#### **WINTER BRING A FRIEND VOUCHERS – 4 & UNDER PASS EXCLUDED**

##### **Six (6) x 1 Day Bring a Friend Vouchers – Winter Offer**

6 x 1 Day Bring a Friend Lift Discounted Pass valid from 8 June 2019 to 7 October 2019 Bring a Friend voucher entitles the recipient to a 1 Day Lift pass with a discount ranging from 5% to 50% off the full in resort rate. Discount dependent on product start date.

#### **The following terms and conditions are related to his offer:**

1. 2018/19 Thredbo 365 Pass must be paid in full to access Bring a Friend vouchers.
2. Thredbo 365 Pass holder must be present to redeem vouchers.
3. Discount available on the 1 Day in resort 1 Day lift only pass. EG 11.30am Start, 1pm start or 1pm finish and Buy Early and Save products excluded.
4. Discounts applied vary and are dependent on the selected start date.
5. Void if pass has been credited/ refunded per Thredbo Season Pass Protection terms and conditions.
6. Must be purchased in resort only. Not available via the Thredbo Online Shop.

### **ADDITIONAL OFFER 2:**

#### **THREDBO MTB BRING A FRIEND VOUCHERS – 4 & UNDER PASS EXCLUDED**

##### **Six (6) x 1 Day Bring a Friend Vouchers – Thredbo MTB Offer**

6 x 1 Day Bring a Friend Lift Discounted Pass valid from 17 November 2018 to 28 April 2019 Bring a Friend voucher entitles the recipient to a 1 Day MTB Lift pass with a discount ranging from 5% to 50% off the full in resort rate:

#### **The following terms and conditions are related to his offer:**

1. 2018/19 Thredbo 365 Pass must be paid in full to access Bring a Friend vouchers.
2. Pass holder must be present to redeem vouchers.
3. Discount available on the 1 Day in resort 1 Day lift only pass 1pm start and Buy Early and Save products excluded.
4. Discounts applied vary and are dependent on the selected start date.
5. Void if pass has been credited/ refunded per Thredbo Season Pass Protection terms and conditions.
6. Must be purchased in resort only. Not available via the Thredbo Online Shop.

### **ADDITIONAL OFFER 3:**

#### **THREDBO SPORTS SAVE 10% OFFER - 4 & UNDER PASS EXCLUDED**

##### **Save 10% at Thredbo Sports Retail.**

Save 10% off the full retail rate at Thredbo Sports; Valley Terminal, Friday Flat, Heads Up.

#### **The following terms and conditions are related to his offer:**

1. Saving is off the full retail rate.
2. Discounted items are excluded from this offer.
3. Go Pro and UE Boom excluded from this offer.
4. Discount only available from 8 June 2019 to 7 October 2019. Discount active when pass is paid in full.
5. Discount void if pass has been credited/ refunded per Thredbo Season Pass Protection terms and conditions.